

## TABLE OF CONTENTS

### ANNEX K: MEMORANDA OF UNDERSTANDING

Memorandum of Agreement on Oil Spill Prevention and Response Between the COMMANDER, ELEVENTH COAST GUARD DISTRICT and THE STATE OF CALIFORNIA.....	2
Memorandum of Understanding Between the DEPARTMENT OF FISH AND GAME'S OFFICE OF OIL SPILL PREVENTION AND RESPONSE and the STATE WATER RESOURCES CONTROL BOARD Relating to Discharges Associated with Oil Spill Response Activities Conducted Pursuant TO CH. 7.4, Division 1 of the Government Code .....	24
Memorandum of Understanding Between the DEPARTMENT OF FISH AND GAME'S OFFICE OF OIL SPILL PREVENTION AND RESPONSE and the STATE LANDS COMMISSION	29
Memorandum of Understanding Between CALIFORNIA DEPARTMENT OF FISH AND GAME and CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION .	32
Memorandum of Agreement on Oil Spill Prevention and Response Between WILDLIFE PROTECTION DIVISION and OFFICE OF OIL SPILL PREVENTION AND RESPONSE ....	36
Memorandum of Agreement Between the U. S. Coast Guard Captain of the Port San Diego and the Commander, Naval Base San Diego for Cooperation in Oil Spill Prevention and Response	40
AGREEMENT Concerning Response and Clean Up of Petroleum Products made by and between the UNITED STATES COAST GUARD MARINE SAFETY OFFICE SAN DIEGO, and the COMMANDER, NAVAL BASE, SAN DIEGO. This Agreement pertains to the coastal and inland waterways within the County of San Diego .....	45
THIS AGREEMENT is made by and between the UNITED STATES COAST GUARD MARINE SAFETY OFFICE SAN DIEGO, and the COUNTY OF SAN DIEGO HAZARDOUS INCIDENT RESPONSE TEAM POLICY COMMITTEE. This Agreement pertains to the coastal and inland waterways within the County of San Diego .....	47

MEMORANDUM OF AGREEMENT

ON

OIL POLLUTION PREVENTION AND RESPONSE

BETWEEN

THE COMMANDER, ELEVENTH COAST GUARD DISTRICT

AND

THE STATE OF CALIFORNIA

WHEREAS, Congress enacted the Oil Pollution Act of 1990 (OPA 90) to protect the waters of the United States from oil pollution and to plan for the effective and immediate response in the event of an oil spill, and the President subsequently designated the Coast Guard as the Federal On Scene Coordinator (OSC) within the California coastal zone; and

WHEREAS, Congress has decided in a number of enactments, including OPA 90, not to preempt the various States from regulating certain matters associated with the protection of waters within their Jurisdiction from oil pollution, which matters are also subject to regulation by the Coast Guard under OPA 90 and other statutes; and

WHEREAS, Congress explicitly provided that the provisions of OPA 90 do not: (1) preempt or affect the authority of any state to impose additional liability or requirements respecting oil discharges or other oil pollution within such a state or removal activities in connection with such a discharge; (2) affect the authority of any state to establish or continue a fund any purpose of which is to pay for oil pollution or the substantial threat of oil pollution costs or damages, or to require any person to contribute to such a fund; or (3) affect the authority of any state to impose any fine or penalty for violation of law relating to a discharge; and

WHEREAS, the State of California has enacted the Lempert-Keene Seastrand Oil Spill Prevention and Response Act of 1990, herein

after referred to as the California Act, to protect the waters of the State from oil pollution and to plan for the effective and immediate response, removal, abatement, and cleanup in the event of an oil spill and to augment State authority for the prevention and response to spills in waters under the jurisdiction of the State; and

WHEREAS, the California Act provides that the Administrator of the Office of Oil Spill Prevention and Response (OSPR) is appointed by and acts at the direction of the Governor. The Admin-

istrator acts as chairperson of the State Interagency Oil Spill Committee (SIOSC) and coordinates actions through the State committee and review subcommittee.

WHEREAS, the Administrator, subject to the Governor, has the primary State authority to direct prevention, removal, abatement, response containment and cleanup efforts, with regard to all aspects of any oil spill in the marine waters of the State, in accordance with any applicable marine facility or vessel contingency plan, and the State Marine Oil Spill Contingency Plan; and

WHEREAS, the State Lands Commission has the primary State authority to adopt rules, regulations, guidelines and commission leasing policies for reviewing the location, type, character, performance standards, size, and operation of all marine facilities on lands leased from the Commission and all existing and proposed marine terminals within the State; and

WHEREAS, the Commander, Eleventh Coast Guard District is the senior Coast Guard officer within the State of California, exercising Federal authority under the Oil Pollution Act of 1990 and other Federal laws with respect to oil pollution planning and response in waters subject to the jurisdiction of the United States in and outside the State of California and matters dealing with areas of vessel manning and safety equipage; and

WHEREAS, marine oil spills require a rapid, efficient, and coordinated response and cleanup by Federal, State, and local agencies as well as from private entities to minimize the deleterious effects on human, wildlife, and other natural resources; and

WHEREAS, both the Coast Guard and the State recognize the critical roles each has within their respective areas of authority in preventing oil spills and in planning for and responding to oil spills; and

WHEREAS, the Parties recognize the cooperation between them in the implementation and exercise of their respective statutory and regulatory authority is essential to avoid conflict and unnecessary duplication; and

WHEREAS, the Parties believe and intend that by acting in a cooperative and coordinated manner, the effect will be a synergistically enhanced oil spill prevention and response effort in the State of California;

NOW THEREFORE, the Parties agree, to the extent permitted by law, and as consistent with their respective policies and available resources, to cooperate and to coordinate their efforts in implementing and exercising their respective statutory and regulatory duties related to oil spill prevention and response.

## I

### PARTIES

The Parties to this Memorandum of Agreement are the Eleventh Coast Guard District

(“Coast Guard”) and the State of California (“State”).

## II

### PURPOSE OF THE AGREEMENT

The purpose of this Memorandum of Agreement (MOA) is to ensure the Parties exercise their respective authorities regarding oil spill prevention, planning, and response in a manner so as to avoid unnecessary duplication and conflict and to **ensure best achievable protection** from the impact of pollution incidents for the navigable waters of the United States which are within or may impact the marine waters of the State of California; subject to each Party’s statutory, regulatory, and policy requirements.

## III

### DEFINITIONS

Except where otherwise specifically defined in the context of its use herein, or where specifically set forth below, terms used in this Memorandum of Agreement (MOA) shall have the meaning as set forth in Federal law and applicable State law.

#### A. Specific definitions:

1. State Waters: Federal regulations designate the Coast Guard as the Federal On Scene Coordinator (OSC) within the California coastal zone. The Environmental Protection Agency (EPA) is the OSC for oil spills within the inland zone. The jurisdictional boundary between these zones is specified in the Federal Region IX Regional Response Team Contingency Plan. The term “State waters” shall mean those navigable waters of the United States which lie within the jurisdiction of the State of California and over which the Coast Guard has concurrent Federal **authority for oil spill** response.

## IV

### INFORMATION SHARING

The exchange of information between Federal government and the State relative to historic pollution events and current risks is necessary to develop appropriate prevention and response systems. Both Parties maintain information systems that are relevant to both historical and real-time incidents. The Parties require the fullest degree of information sharing from available and pertinent data bases in order to make accurate and timely decisions to prevent and or respond to oil pollution. Transmissions of information shall be in accordance with procedures adopted by the Parties for that purpose.

A. Action:

1. The Parties agree, subject to limitations imposed by applicable law and regulation, to share information from relevant studies.
2. The Eleventh Coast Guard District will advise the State of information it receives of the following events occurring in the navigable waters, or that may impact the State, involving tank vessels: disablings; collisions; groundings; explosions; rammings; allsions; distressed vessels and other events when oil pollution or substantial threat of oil pollution results. The State will ensure that its emergency notification systems report these incidents to the Coast Guard.
3. The Parties agree to identify and share existing data bases, including the Marine Safety Information System (MSIS), and work toward developing risk management programs that provide risk data sharing for vessels and access by bot parties to all data, subject to the requirements of applicable law, regulations, and policy, in a manner to conserve and leverage agency resources.

V

OIL SPILL RESPONSE PREPAREDNESS

The National Contingency Plan (NCP) establishes the response organization within the United States and requires tiered contingency planning efforts. The State, consistent with the NCP, defines its response organization through the State Hazardous Material Plan and addenda to the Oil Spill Contingency Plan.

A. Planning Documents

1. National Oil and Hazardous Substances Pollution Contingency Plan (“National Contingency Plan - NCP”):

The Environmental Protection Agency (EPA) is the lead agency in drafting and the Coast Guard and EPA are jointly responsible for implementing the NCP which governs actions concerning spill response and cleanup for Federal, State, local agencies, responsible parties, clean-up contractors and others participating in such actions in United States waters.

- a. Action: The State will work with the Coast Guard to ensure State plans and policies for marine environmental protection are consistent with the NCP.

2. The State Hazardous Material Incident Contingency Plan and the State Oil Spill Contingency Plan:

The State Office of Emergency Services (OES) is responsible for developing and maintaining

the Statewide Contingency Plan that details State responsibilities, policies, and actions governing response to spills in waters of the State. The OSPR has specific statutory authority and responsibility concerning marine oil spills.

- a. Action: The Coast Guard will consult with the State to ensure State plans and policies for marine environmental protection are consistent with the NCP.

### 3. Area Contingency Plan:

The Area Committees, established by the President under the authority of the Oil Pollution Act of 1990, are responsible for the development of Area Contingency Plans for those Areas under the direction of the Federal On Scene Coordinator (OSC). The Area Contingency Plans describe the responsibilities of owners, operators and Federal, State and local agencies in responding to oil spills or threats of spills, list equipment and personnel available to respond, describe procedures for the use of dispersants and describe how the Area Contingency Plan integrates with other plans.

Area Contingency Plans are adopted by amendments to the State Contingency Plan to facilitate and coordinate on-going work with local municipalities and coastal counties. Through the OSPR Local Grant Program, municipal and county governments are also included in State and Federal planning documents. The objective is to create consistency between the local, State, and national contingency plans.

- a. Action: The Parties agree to consult with each other to enhance contingency planning and to ensure that the Area Contingency Plans and Statewide Master Plan are consonant and uniform, subject to the requirements of existing law.

### 4. Facility Oil Spill Response Plans:

Facility Oil Spill Response Plans are required by both Federal and State law. These plans describe facility capabilities to prevent and respond to pollution emergencies. The State and the Coast Guard will coordinate with the Department of Transportation (DOT), Minerals Management Service (MMS), and the Environmental Protection Agency (EPA) in assessing facility contingency plans.

- a. Action:

- (i) Subject to the requirements of applicable law, regulations and policy, the Parties will develop a system to coordinate, to the extent practicable, the Parties' cooperative review and approval of facility contingency plans. The Parties agree to endeavor to conduct reviews of facility contingency plans in as much of a coordinated and non-duplicative manner as is permitted by applicable laws, regulations and procedures.

(i) The Coast Guard and the State will cooperate to ensure that requirements for facility response plans are compatible and do not conflict. The Parties will work together to determine the feasibility of the Coast Guard accepting State review of facility contingency plans, subject to Coast Guard oversight.

#### 5. Vessel Oil Spill Response Plans:

Vessel oil spill response plans are required by both Federal and State law. These plans describe vessel capabilities to prevent and respond to pollution emergencies.

##### a. Action:

(i) Although the Parties recognize the need to independently review vessel plans for compliance with their respective laws and regulations, the Parties agree to endeavor to conduct reviews of vessel contingency plans in as much of a coordinated and non-duplicative manner as is permitted by applicable laws, regulations and procedures.

(ii) The State shall accept to the maximum extent practicable the Federal-vessel contingency plan requirements and shall prepare supplementary forms for parties to comply with State requirements in areas such as preventive measures which are in addition to Federal requirements.

(iii) The Parties will cooperate to ensure that requirements for vessel contingency plans are compatible and do not conflict. The Parties will work together to determine the feasibility of the Coast Guard accepting State review of vessel contingency plans, subject to Coast Guard oversight.

#### B. Government Committees

The National Contingency Plan (NCP) directs the organization of government committees to prevent and respond to pollution emergencies.

##### 1. Regional Response Team:

The Region IX - Regional Response Team (RRT) is established as a coordinating committee by the NCP and includes the State along with the Federal agencies with pollution prevention and pollution response responsibilities.

a. Action: The Parties agree to jointly participate as members of the Regional Response Team (RRT). RRT participation includes both attending regularly scheduled meetings and responding during incident specific RRT mobilization.

##### 2. Area Committees:

Area Committees were established by OPA 90 to maximize State and local participation in contingency planning.

a. Action: The Parties agree to coordinate local response planning by jointly participating in the Area Committee planning process. Both Parties are strongly committed to participating in Area Committee Plan development and the use of the Area Committees in conducting exercises and drills, consistent with the provisions of the NCP and applicable State contingency plan.

### 3. MEXUSPAC Joint Response Regional Team:

The MEXUSPAC Joint Response Regional Team (JRRT) is established in accordance with the NCP to prepare for and respond to pollution emergencies that may impact the international border area between the United States and Mexico on the Pacific coast.

a. Action: The Coast Guard will keep the State informed of all agreements, plans, and standard operating procedures (SOP) developed to coordinate pollution response with Mexico. During an incident specific mobilization of the MEXUSPAC JRRT, the State will be represented through the State RRT representative who will be either from the Department of Fish and Game or OSPR.

### 4. State Interagency Oil Spill Committee (SIOSC): SIOSC is responsible for coordinating oil spill prevention, response, planning and policy at the State level.

a. Action: The Coast Guard is invited to provide input and recommendations to the SIOSC.

### 5. State Harbor Safety Committees: State Harbor Safety Committees are responsible to evaluate and recommend ways to improve the safety of navigation in harbors and harbor approaches.

a. Action: The Coast Guard is invited to provide input and recommendations to the Harbor Safety Committees.

b. The State shall accept to the maximum extent practicable the Federal compliance documents for Federal certification and shall prepare supplementary forms for compliance with State regulations.

### C. Drills and Exercises:

Drills and exercises are required by both Parties to ensure the readiness and interoperability of pollution response organizations. It is the intention of the Parties to encourage coordination, participation, and cross-training in periodic drills and exercises to facilitate a better understanding of each Party's duties and responsibilities as well as to ensure a combined,



effective, familiar working relationship at oil spill incidents. The State encourages the participation of the Coast Guard in conducting or approving local firefighting training for shipboard fires.

a. Action:

(i) The Parties agree to interact in the planning, scheduling, design, conduct and evaluation of exercises as time and resources permit. In this context, the Parties recognize the role that the National Strike Force Coordination Center, as the focal point for exercise strategy for all elements of the National Response System, will schedule, design, execute, evaluate and provide feedback on all National Response System exercises in conjunction with the appropriate RRT and Area Committees.

(ii) The Parties agree to make available, as time and resources permit, any published annual reports as required by OPA 90 and State statutes concerning evaluations of drills and recommended changes to the National and Area Contingency Plans.

D. Certification of Oil Spill Response Organizations:

Both Parties evaluate, categorize, and certify oil spill response organizations.

1. Action:

a. The Coast Guard and the State will cooperate to the maximum extent practicable to evaluate, categorize, and certify oil spill response organizations. The Parties will develop joint certification guidelines and conduct independent or joint reviews as necessary or desirable.

## PREVENTION OF OIL SPILLS

A. Cooperative Implementation:

The Parties are coordinating their efforts to prevent oil spills in the marine environment.

1. Action:

a. To the extent permitted under applicable laws, the **Parties agree to cooperate in the** execution of their respective regulatory responsibilities, to minimize duplication of effort, and seek **to identify opportunities** for innovative implementation of casualty prevention plans. Both Parties recognize the importance of encouraging cross-training in each other's regulations and rules including the areas of inspection and response. Each Party must exercise its own rulemaking implementation responsibilities independently and in accordance with applicable rulemaking procedures. Federal inspection requirements associated with vessel safety are not subject to supplemental State regulation.

## B. Vessel Inspections:

Each Party recognizes that the other must independently exercise its respective examination responsibilities in accordance with applicable law, regulations and policies. The Coast Guard conducts inspection programs for the purpose of enforcing both international agreements and domestic law aboard United States and foreign flagged vessels. The State, under the California Act, is required to evaluate that inspection process and make recommendations for improvement.

### 1. Action:

- a. The Parties agree to work together to avoid inconsistent requirements and to find ways to conduct vessel inspections in such a way that disruption to the industry is minimized and efficiency and safety maximized.
- b. In implementing any State examination programs, the State agrees to avoid conflicts and unnecessary duplication in reviewing Federal inspection programs by on-going consultation with the **Coast Guard**.
- c. Review of inspection records: The Parties each agree **to make inspection** records available to the other and to cooperatively review inspection results, subject to applicable laws, regulations, and procedures.
- d. The State shall report to the responsible of, officer in charge, marine inspection (OCMI) recognized discrepancies in meeting the requirements of international agreements believed to exist aboard United States and foreign flagged vessels.
- e. Requirements in State Waters: The Parties will cooperate to establish consistent pollution prevention requirements, and to cooperatively monitor, examine and exchange information relative to those requirements, for vessels to operate in State waters.
- f. The State will promptly inform the cognizant OCMI and the Coast Guard will promptly inform the Administrator or his designee of any situation or circumstance relative to a vessel whose **condition or equipment** may significantly increase the potential for an unauthorized discharge or create an unusual or an unacceptable risk to public health and safety, or the safety of navigation within State waters.
- g. Both parties agree to share all applicable information obtained from their respective vessel inspections and examinations.

## C. Vessel Screening:

The Coast Guard, under Federal law, through the District Commander and the Captain of the

Port (COTP), has the authority to regulate the entry of vessels, including those determined to be a threat to the environment. The State may establish the means by which it can determine whether tank vessels entering the waters of the State pose a substantial risk of harm to the public health and safety and the environment.

1. Action:

- a. When the State determines that a particular vessel or vessels pose a substantial risk, that determination will be forwarded to the cognizant Captain of the Port (COTP). The COTP shall consider that information in making a determination under Federal law as to appropriate action to be taken, if any, including the possibility of denial of entry.

D. Tank Vessel Equipment:

The **Coast Guard conducts** inspections and examinations to ensure compliance with requirements for equipment to ensure safety of life at sea aboard vessels. The California Act authorizes the Administrator to conduct vessel inspections. Both Parties conduct examinations to ensure compliance with requirements for pollution prevention and pollution response equipment.

1. Action: The Parties will cooperatively examine pollution prevention and pollution response equipment aboard vessels and report noncompliance to the other Party.

E. Tank Vessel Manning:

The Coast Guard establishes and enforces requirements for manning, competence, and documentation of personnel aboard vessels.

1. Action:

- a. The State will assist the Coast Guard to evaluate and coordinate additional requirements for manning, *training*, and qualification requirements through the *manning* standards process.
- b. The Parties agree to actively promote and coordinate research projects to identify human factors which need to be regulated to prevent pollution incidents.

F. Tank Vessel Transfer Operations:

Monitoring tank vessel transfer operations has been identified as an effective pollution prevention action.

1. Action:

- a. The Parties will cooperate to monitor transfer operations aboard tank vessels, includ-

ing, but not limited to, dockside transfers at facilities, and lightering and bunkering operations. The Coast Guard acting through the Marine Safety Offices (MSO's) and the State agree to cooperate in the scheduling of monitoring vessel transfer operations to make best use of limited resources and avoid redundant oversight and disruptions to industry. Each party will advise the other of violations observed.

b. The Parties will cooperatively monitor and examine pollution prevention and pollution response equipment during transfer operations. Each party will advise the other of violations observed.

c. The Parties agree to make transfer monitor records jointly available and to cooperatively review monitoring results, subject to applicable laws, regulations and procedures.

d. MARPOL Reception Facilities: The Parties will work together to ensure adequate facilities are present to receive garbage, sewage, and oily wastes from vessels.

e. The State will promptly inform the COTP and the USCG will promptly inform the State of any situation or circumstance relative to facilities whose operation or equipment may significantly increase the potential for an unauthorized discharge or create an unusual or an unacceptable risk to public health and safety, or the safety of navigation within State waters.

G. MARPOL 73/78: International Convention for the Prevention of Pollution from Ships, 1973, as modified by the Protocol of 1978 relating thereto:

MARPOL 73/78 is an international agreement implemented to reduce pollution from vessels.

1. Action:

a. The Parties will cooperate in the enforcement of existing MARPOL requirements. The Coast Guard will keep the State informed concerning MARPOL regulations and both Parties will work together to develop disposal services adequate to support port operations.

H. Facility Inspections:.

Facility inspections are conducted by both Parties to ensure compliance with pollution prevention and pollution response regulations. The State has statutory responsibility for oil transfer facilities and their operation within the State. Included in this responsibility is the requirement to establish regulation and inspection programs governing oil transfer facilities. This includes regulation and inspection of oil transfer operations between marine facilities and tank vessels.

1. Action:

a. Facility Inspection: The Parties will coordinate their respective inspection and moni-

toring activities to the extent practicable to utilize the resources of both Parties efficiently and effectively. Cognizant inspectors from both Parties may carry out inspections and other activities jointly where appropriate.

b. Equipment: The Parties will cooperatively enforce requirements for pollution prevention and pollution response equipment at marine facilities.

c. Manning: The Parties will cooperatively enforce requirements for trained and qualified personnel to be responsible for transfer operations at marine facilities.

## I. Waterways Management:

### 1. Port and Waterways Safety

The Captain of the Port (COTP) is the predesignated Federal official with primary responsibility to exercise control of vessels to ensure the safety and security of ports and waterways. Under the California Act, Harbor Safety Committees are created and are responsible for the planning of safe navigation and operation of tankers, barges, and other vessels in harbors and harbor approaches.

#### a. Action:

(i) The State will promptly inform the COTP and the Coast Guard will promptly inform the appropriate State authority of any situation or circumstance relative to vessels whose operation or equipment may significantly increase the potential for an unauthorized discharge or create an unusual or an unacceptable risk to public health and safety, or the safety of navigation within State waters.

(ii) The State is guided by recommendations from the Harbor Safety Committee for the planning of safe navigation and operation of tankers, barges and other vessels within each harbor. The State, in adopting regulations to implement the Harbor Safety Plan will coordinate with the COTP.

### 2. Vessel Traffic Services (VTS)

The Ports and Waterways Safety Act authorizes the Coast Guard to construct, operate and maintain vessel traffic services in the areas subject to the jurisdiction of the United States. The Federal system of VTS is designed and empowered to inform, advise, and direct marine traffic in designated areas. Federal VTSs require the participation of certain classes of vessels and may direct the movement of those vessels to reduce navigational risks.

In 1991, the Coast Guard completed a VTS Ports Needs Study to determine which United States ports would gain the most benefit from the presence of a Federal VTS. The California ports and waterways included in the Port Needs Study were

Los Angeles/Long Beach, Santa Barbara Channel and the ports in and around San Francisco Bay. The Coast Guard has subsequently formulated a VTS 2000 plan to implement the results of the Ports Needs Study.

a. There is funding and an implementation plan to upgrade the VTS in the San Francisco Bay. The scheduled completion date is early 1994.

b. A VTS for Los Angeles/Long Beach is included in the VTS 2000 plan and in future Coast Guard budget projections. A later phase of this plan, still subject to appropriation, will include the Santa Barbara Channel.

c. Pursuant to the California Act, the State is required to evaluate the status of VTS in California. The recommendations of the State's evaluation is to have fully operational Federal VTSs in Los Angeles/Long Beach, Santa Barbara Channel, San Francisco Bay, and other areas where appropriate.

d. State law authorizes the Los Angeles/Long Beach Marine Exchange to establish an interim system in the Los Angeles/Long Beach Harbors.

e. Action:

(i) State will cooperate with the Coast Guard to expand the existing VTS system with San Francisco Bay and to implement new systems in Los Angeles/Long Beach and the Santa Barbara Channel.

(ii) The State desires to establish an interim system in the Los Angeles/Long Beach Harbor pending implementation of a Federal VTS. The Coast Guard will cooperate by sharing information on VTS systems. When the Federal VTS is operational, the Coast Guard and the State will facilitate exchange of information relating to vessel movement. The State and the Coast Guard will work toward a smooth transition from the interim Traffic Advisory System to a Federal VTS.

### 3. Pilots

Federal law may require pilots aboard vessels sailing within the coastwise trade. Foreign vessels or United States vessels sailing on their registry endorsement or their certificate of documentation may be controlled by State pilotage requirements. In the absence of State pilot

age regulations, the Federal government may impose pilotage requirements.

a. **Action:** The Coast Guard will regulate Federal pilotage **where required**. The State agrees to evaluate areas for State pilotage and to enforce those pilot requirements, subject to applicable State statutes, regulations, and policy.

#### 4. Tug Escorts

Federal and State law authorize the regulation of the use of tug escorts and may require either equipment or standards of performance deemed necessary for the function.

a. Action:

(i) The State and the Coast Guard agree to consult with each other in issuing any regulations requiring tug escorts to ensure that they are consistent.

(ii) Towing Equipment: The Parties agree to review requirements for tow equipment for barges and tank vessels carrying oil in bulk with the purpose of determining whether additional standards for equipment, maintenance, operation, and inspection should be adopted.

#### 5. Aids to Navigation (ATON)

The Coast Guard establishes, regulates, and maintains a uniform system of aids to navigation within the United States.

a. Action: The State will assist the Coast Guard in identifying changes, improvements, or repairs that may be required to aids to navigation, in cooperation with the Harbor Safety Committees.

#### J. Public Information/Education

The Parties agree that public education in areas of pollution prevention, which includes oil, hazardous substances and garbage, is a high priority and each agency shall seek opportunities to coordinate pollution prevention public awareness and education programs.

1. Action:

a. Marinas: Public information and education will be developed cooperatively and implemented targeting marina operations to reduce pollution from oil, toxic substances, garbage, and sewage.

#### 4. Tug Escorts

Federal and State law authorize the regulation of the use of tug escorts and may require either equipment or standards of performance deemed necessary for the function.

a. Action:

(i) The State and the Coast Guard agree to consult with each other in issuing any

regulations requiring tug escorts to ensure that they are consistent.

(ii) Towing Equipment: The Parties agree to review requirements for tow equipment for barges and tank vessels carrying oil in bulk with the purpose of determining whether additional standards for equipment, maintenance, operation, and inspection should be adopted.

## 5. Aids to Navigation (ATON)

b. Small Oil Transfer Facilities: Public information and education will be developed cooperatively and implemented targeting small oil transfer facilities to reduce pollution from **oil, toxic substances, garbage, and sewage.**

c. Recreational Vessels: Public information and education will be cooperatively developed and implemented targeting the recreational boating community to reduce pollution from oil, toxic substances, garbage, and sewage.

## RESPONSE

Federal law establishes the Coast Guard as the primary federal agency tasked with responding to oil spills on waters of the United States. In such cases, the Federal On Scene Coordinator (OSC) is the predesignated official responsible for cleanup operations. The OSC may direct or monitor all Federal, State, and private actions in response to an oil spill or a potential oil spill in State waters. The Parties will respond to marine oil spills as required by and in accordance with the National Contingency Plan (NCP). The OSC will consult, as required by OPA 90 and other applicable Federal law, with the Office of Oil Spill Prevention and Response (OSPR) concerning oil spill response activities. State law provides that OSPR is responsible for coordinating State oil spill cleanup efforts.

1. Action: The Parties agree to work together within the framework of their respective authorities to ensure a coordinated effort with a minimum of duplication is undertaken in response to oil spills.

### A. Unified Command System (UCS):

The Unified Command System (UCS) establishes lines of communication, information sharing and control for the conduct of an oil spill response operation by the adoption of the Area Plan. This system ensures notification procedures are in place which inform cognizant agencies of the State when actual or potential spills that may affect State waters are reported.

1. Action:

a. Notification: The Parties agree to provide the earliest possible notification of dis-



charges of oil and hazardous substances and imminent threats of such discharges to each other in accordance with applicable law, regulations and policies and consistent with the National Oil and Hazardous Substances Pollution Contingency Plan. In order to provide a single point of contact for the OSC in the event of a marine oil spill, the OSPR Administrator or designee will represent all State agencies and will be the primary point of contact.

b. Unified Command: The Parties agree to implement a Unified Command to ensure coordination of emergency response **decision making during a pollution** incident. In those circumstances where governmental action is required to develop and **direct action to** clean up or abate the effects of an oil spill, the Parties agree to consider best utilization of existing resources, avoiding duplication while taking advantage of resource availability. The OSC may request the State to undertake response actions on a case-by-case basis, utilizing the Unified Command System to determine the capability of response. If the State assumes responsibility for response activity, the State will conduct those activities as directed by the OSC,—in accordance with the National Contingency and Area Contingency, Plans.

c. Response Decisions: The OSC will coordinate with the State in decision making relating to the conduct of oil spill response operations including, but not limited to: salvage, lightering, safe haven and other matters affecting the release of spilled oil, its containment or its cleanup.

d. The Parties agree to establish a joint public information center to provide for the coordinated dissemination of information during a response operation. This provision does not preclude the Parties from making independent responses to the media and the public.

## 8. Natural Resource Protection

Both Parties recognize the importance of protecting and preserving natural resources in responding to an oil spill event. Both Parties agree that response strategies and procedures will be established through the Unified Command System (UCS), in accordance with applicable laws, regulations and policies, and procedures.

## C. Response Monitoring and Technology

Both Parties agree that the stringency and methods used to clean up oil and oily debris shall be established through the Unified Command System (UCS), and through the UCS will decide what level of action is required by the responsible party, and may decide to direct the clean up operations by the responsible party or to assume responsibility for the clean-up operation.

### 1. Action:

a. Both Parties agree, through the UCS, to provide timely input and recommendations to the OSC, to the extent practicable, on dispersant usage, in situ burning, bioremediation, and other non-mechanical cleanup technologies.

b. Both Parties agree that decisions to discontinue clean up operations and demobilize response activities shall be made through the Unified Command System. The State retains the authority to undertake remedial or mitigating actions beyond the response actions required by the National Contingency Plan.

## NATIONAL POLLUTION FUNDS CENTER INFORMATION

### A. The Oil Spill Liability Trust Fund (The Fund).

The Fund provides funding under certain conditions for oil discharge removal actions. The Fund is available in certain circumstances to compensate the State for incurred costs and damages associated with oil discharges. To the extent allowed, the State may access the Fund under currently published regulations and National Pollution Fund Center (NPFC) procedures.

1. Action: Upon the publication of regulations implementing Section 1012(d)(2) of OPA 90, the State may negotiate directly with the NPFC to establish a cooperative agreement to provide access to the Fund under Section 1012(d)(2). Any agreement between the State of California and the National Pollution Fund Center shall be attached as an annex to this MOA.

### B. The National Pollution Fund Center (NPFC)

1. The NPFC administers the Oil Spill Liability Trust Fund (The Fund) in order to: provide State access to the Fund, conduct cost recovery, accept and process claims, and evaluate requests by Federal trustees to fund initiation of the assessment of natural resource damages. The NPFC also administers Certificates of Financial Responsibility and provide CERCLA/ Superfund funding to Coast Guard On Scene Coordinators (OSC) responding to hazardous material incidents.

2. An individual State may receive payment from the The Fund in the State's role as a response organization engaged in removal activities consistent with the National Contingency Plan, as appropriate claimant for damages, and in the State's role as a natural resource trustee. In addition to the text herewith concerning Section 1012(d)(2) of the Oil Pollution Act of 1990 (OPA 90), the State recognizes the following provisions outline alternative funding methods for State removal activity:

a. Section 1012(d)(1). Regulations under Section 1012(d)(1) of OPA 90 allow the NPFC, upon request of the Governor of a State and as authorized by the Federal On Scene Coordinator (OSC), to obligate The Fund for payment in an amount not to exceed \$250,000 for removal costs, consistent with the National Contingency Plan (NCP), required for the immediate removal of a discharge, or the mitigation or prevention of a

substantial threat of a discharge, of oil. The NPFC's Technical Operating Procedures (TOPs) for State access under Section 1012(d)(1) of OPA 90, and the TOPs for resource documentation under OPA 90 are approved guidelines for State use to access the Fund under this **section**.

b. Claims. Regulations under Section 1012(a)(4) of OPA 90 **authorize use of The Fund for** the "payment of claims in accordance **with Section 1013 of OPA 90** for uncompensated removal costs determined by the President [Coast Guard] to be consistent with the NCP or [for] uncompensated damages." Procedures for claims **are found** in 33 CFR Part 136. States have a special status under Section 1013 of OPA 90 regarding claims for uncompensated costs which allows States to make such claims directly to The Fund rather than first to the responsible party.

c. Working Directly for the OSC. State agencies may work directly for the On Scene Coordinator (OSC) in performing removal actions. In these situations, the OSC issues a Pollution Removal Funding Authorization (PRFA) to the State to establish a contractual relationship and to obligate The Fund. The OSC actively directs and is responsible for the response actions. The OSC may request State assistance and participation in emergency removal actions under CERCLA in response to a hazardous materials incident or threatened incident and where funding for these actions is established in a PRFA.

3. Natural Resource Damage Assessments. A State natural resource Trustee may request access to the Fund for the initiation of an assessment of natural resource damages resulting from a discharge of oil, through a Federal Lead Administrative Trustee (one of the Federal Trustees designated in the NCP), in accordance with the procedures established by the NPFC (Section 6002(b) of OPA 90).

## ENFORCEMENT

Enforcement action by either Party may include civil and criminal penalties, and adverse actions against Coast Guard issued merchant marine licenses and seamen's documents. Action by either Party may preclude opportunities for future actions by the other Party.

### A. Action:

1. Subject to the requirements and limitations of applicable State and Federal law and agency policy, the Parties agree to coordinate marine casualty investigations including, but not limited to: the sharing of information regarding witnesses, reports, analysis, and other available information that may assist in determining the cause of the casualty.
2. Enforcement action undertaken by each of the Parties must occur independently in accordance with applicable laws and regulations. The Parties agree that to the extent they can, they will consult with each other as to intended enforcement action.
3. The Parties agree to investigate the feasibility of the Coast Guard utilizing the Department

of Fish and Game Petroleum Chemistry Laboratory for the analysis of Coast Guard oil samples.

## RULEMAKING

A. Issuance of Regulations The Oil Pollution Act of 1990 and other Federal law provides for the issuance of regulations pertaining to the prevention of oil spills from vessels. The Commandant of the Coast Guard has the authority to promulgate such regulations. The Commander, Eleventh Coast Guard District and the respective Captains of the Port have limited authority to promulgate local regulations. Acting under its inherent regulatory authority and under authority not preempted by Federal law, the State has the authority to promulgate regulations concerning oil spill prevention which do not conflict with and which are not otherwise preempted by Federal law. It is the intention of the Parties to maintain close communications to reduce conflict between each Party's permits, directives, and instructions.

### 1. Action:

a. The intent of this section is to avoid conflict and inconsistent regulation in rulemaking wherever possible, subject to applicable procedural rules and to endeavor to provide a coordinated, synergistic response to oil pollution planning and response. It is the intent of the Parties to endeavor under their respective authorities to assure the best achievable protection for the waters of the State.

b. In addition to the respective Federal and State procedures for notice of opportunity to comment and consideration of existing rules, the Parties anticipate that through their participation on committees and day-to-day working communications, the concerns of each will be discussed and given due consideration.

### B. Containment and cleanup for refueling, bunkering or lightering operations

OPA 90 and other Federal laws regulate refueling, bunkering and lightering operations. Federal regulations enforced by the Coast Guard govern these operations. Subject to the requirement that they be consistent with Federal regulations, the State may issue its own regulations relating to these same operations.

### C. Tank Vessel Response Equipment Rules

Federal law governs the standards for response equipment. State law authorizes the adoption of State standards for spill response equipment to be maintained on tank vessels operating in waters of the State. State rules must be consistent with Federal spill response equipment standards.

Pete WILSON  
Governor,  
State of California

M. E. GILBERT  
Rear Admiral, USCG  
Commander,  
Eleventh Coast Guard District

i  
Date: June 2, 1993      -      Date: June 2, 1993 —

State of California

M e m o r a n d u m

To : Ben D. Kor, NCRWQCB  
Steven R. Ritchie, SFBRWQCB  
Roger Briggs, CCRWQCB  
Robert P. Ghirelli, LARWQCB  
Gerard J. Thibeault, SARWQCB  
Arthur L. Coe, SDRWQCB

Date: APR 28 1995

**Walt Pettit**  
**Executive Director**

From : STATE WATER RESOURCES CONTROL BOARD  
901 P Street, Sacramento. CA 95814 Mail Code G-8

Subject: WAIVER OF WASTE DISCHARGE REQUIREMENTS FOR INCIDENTAL DISCHARGES ASSOCIATED WITH OIL SPILL RESPONSE ACTIVITIES

In 1993 the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act was amended to require that the Administrator of the Office of Oil Spill Prevention and Response (OSPR) and the Executive Director of the State Water Resources Control Board (SWRCB) enter into a memorandum of understanding (MOU), which addresses all permits and other requirements pertaining to the incidental discharge of wastewater during oil spill response activities. An MOU was subsequently signed in 1995. A copy is attached for your reference as Attachment I.

The MOU addresses discharges of oily water which occur during oil spill response activities within or proximate to oil spill response areas. The MOU finds that these discharges are exempt from regulation under a National Pollutant Discharge Elimination System (NPDES) permit. The MOU also provides that the SWRCB will recommend that the coastal Regional Water Quality Control Boards (RWQCBs) waive the issuance of waste discharge requirements for these types of discharges.

The purpose of this memorandum is to request that you take appropriate action to amend the waiver resolution or water quality control plan, as appropriate, for your region to include incidental discharges on the list of discharges for which waste discharge requirements are waived. Waiver of this type of discharge would be in the public interest, as provided' in Water Code section 13269, because the issuance of waste discharge requirements under the circumstances could significantly impede oil spill cleanup. Also,

the addition of incidental discharges to an RWQCB's waiver list could be considered categorically exempt from the California Executive Officers.

Environmental Quality Act, Public Resources Code section 21000, et seq. under the emergency project exemption. *See* 14 C.C.R. § 15269. The addition of incidental discharges to an RWQCB's waiver list would also be exempt from review by the Office of Administrative Law under the Administrative Procedure Act, Government Code section 11340, et seq. *See* Gov. Code § 11352(b).

Sample language for inclusion in the RWQCB's waiver resolution is contained in Attachment 2. Please contact Sheila Vassey, Senior Staff Counsel, in the Office of the Chief Counsel at (916) 657-2408 or Calnet 8-437-2408 if you would like further information regarding this matter.

Attachments (2)

cc: Pete Bontadelli Administrator Office of Oil Spill Prevention and Response Department of Fish and Game 1700 K Street, Suite 250 Sacramento, CA 95814

Barry R. Ogilby Carlsmith, Ball, Wichman, Murray, Case & Ichiki 555 South Flower Street, 25th Floor Los Angeles, CA 90071-2326

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
DEPARTMENT OF FISH AND GAME'S  
OFFICE OF OIL SPILL PREVENTION AND RESPONSE  
AND THE  
STATE WATER RESOURCES CONTROL BOARD  
RELATING TO  
DISCHARGES ASSOCIATED WITH RESPONSE ACTIVITIES  
CONDUCTED PURSUANT TO CH. 7.4, DIVISION 1  
OF THE GOVERNMENT CODE

WHEREAS, The Administrator; of the Office of Oil Spill Prevention and Response (hereinafter referred to as OSPR) and the Executive Director of the State Water Resources Control Board (hereinafter referred to as SWRCB), acting for the SWRCB and the Regional Water Quality Control Boards (RWQCBs), are directed by Government Code section 8670.7, as amended by Stats. 1993, ch. 736, to enter into a memorandum of understanding (MOU) to address discharges, other than dispersants, that are incidental to, or directly associated with, the response, containment, and clean up of an existing or threatened oil spill in marine waters, conducted pursuant to Chapter 7.4, Division 1 of the Government Code; and

WHEREAS, It is the intent of this MOU that all incidental discharges as defined herein shall occur within the response area in or proximate to the area in which the oil recovery activities are taking place for the purpose of returning any oily water back into the response area; and

WHEREAS, Both the Administrator of OSPR and the SWRCB share the same goal of minimizing any unnecessary deleterious impacts to the environment, or to the public health and safety; and

WHEREAS, The Administrator of OSPR has the primary authority to direct prevention, removal, abatement, response, containment, and cleanup efforts with regard to all aspects of any oil spill in or threatening the marine waters of the State; and

WHEREAS, The SWRCB and the RWQCBs have the primary authority for regulating and ensuring the quality of the waters of the State; and

WHEREAS, This MOU is not effective until approved by the SWRCB and the Administrator of OSPR; and

NOW, THEREFORE, the Administrator of OSPR and the Executive Director of SWRCB (the Parties) have reached the following agreement and clarification of existing law concerning discharges, other than dispersants, that are incidental to, or directly associated with, the response, containment, and clean up of an oil spill in marine waters, pursuant to Chapter 7.4, Division 1 of the Government Code.



## I. Definitions

The **Parties agree that for the purposes** of this MOU the following definitions shall apply:

### a. Incident Command System or Unified Command Structure

For the purpose of this section the terms “Incident **Command System or Unified Command Structure**” mean the procedures established for directing personnel, facilities, equipment, and communications during the response, containment, and cleanup of an oil spill incident in marine waters.

### b. Incidental Discharge

“Incidental discharge” means the release of oil and/or oily water within the response area in or proximate to the area in **which** the oil recovery activities are taking place during and attendant to oil spill response activities. Incidental discharges include, but are not limited to, the decanting of oily water; in order to conserve oil storage capacity, and the wash down of vessels, facilities, and equipment used in the response

### c. Marine Waters

“Marine waters~ include all waters defined as marine waters in California Government Code Section 8670.3(h) and all water otherwise within the jurisdiction of the Administrator of OSPR.under Chapter 7.4, Division 1 of the Government Code.

### d. National Pollution Discharge Elimination System Permit (NPDES Permit)

An NPDES Permit is any permit issued by the SWRCB or the RWQCBs pursuant to California Water Code section 13370 et seq., as required or authorized by the Federal Clean water Act, Title 33 U.S.C. 1251 et seq.

### e. Oily water

Oily Water means any substance, matter, or medium containing or permeated with any kind of petroleum, liquid hydrocarbons, or petroleum products or any fraction or residues therefrom, including, but not limited to, crude oil, bunker fuel, gasoline, diesel fuel, **aviation fuel, oil** sludge, oil refuse, oil mixed with waste, and liquid distillates from unprocessed natural gas. Waste includes, but is not limited to, seaweed, driftwood, debris, and other similar types of materials.

### f. Response

Response means the time period when response personnel, acting under the authority of the

Administrator, the Federal On-Scene Coordinator, the State On-Scene Coordinator, through the Incident Command System or Unified Command Structure, are performing Response Activities that are reasonably necessary to prevent, reduce, **or mitigate damages** to persons, property, and/or natural resources of this State due to an oil spill incident in marine waters.

g. Response Activities

Response Activities means those activities, consistent with the National Contingency Plan, the State Oil Spill Contingency Plan, or taken at the direction of the Administrator or Federal On-Scene Coordinator through the Incident Command System or Unified Command Structure, in response to a spill, that entail the removal of oil from marine waters of the State. This includes all activities conducted on-water or onshore relating to the separation, recovery, containment, transfer, or treatment of marine waters of the State contaminated by oil and/or oily materials.

h. Response Area

Response Area means the area of marine waters where response activities are occurring as defined by the daily **work plan approved under** the Incident Command System or Unified Command Structure by the Administrator, Federal On-Scene Coordinator, or State On-Scene Coordinator.

i. Waste Discharge Requirements

“Waste Discharge Requirements” are a set of requirements issued by the RWQCBs, pursuant to California water Code section 13260 et seq., regulating the discharge of waste which could affect state waters. Waste Discharge Requirements may be issued by the SWRCB upon the review of an action or failure to act by a RWQCB, pursuant to Water Code section 13320.

II. NPDES Permits

The Parties agree that:

The incidental discharges covered by this MOU are consistent with the State Contingency Plan and the National Contingency Plan. Incidental discharges as described in this MOU which are in compliance with the instructions of the On-Scene Coordinator, pursuant to the National Contingency Plan or the applicable Coast Guard regulations, are excluded from regulation under an NPDES permit, as provided by the Federal Environmental Protection Agency regulation 40 C.F.R. 122.3(d), are consistent with Federal laws and regulations, and do not constitute a prohibited discharge.

III. Waste Discharge Requirements

The Parties agree that:

a. It is in the public interest for the RWQCBs for the North Coast, San Francisco Bay, Central Coast, Los Angeles, Santa Ana and San Diego Regions to waive the issuance of waste discharge requirements for incidental discharges, within the response area during a spill response as provided in Water Code section 13269. The SWRCB will recommend such action to the RWQCBs.

b. Such discharges do not create a vested right to discharge, but rather such discharges are privileges, as provided by California Water Code section 13263(g).

#### IV. Miscellaneous

a. The terms of this agreement may be changed at any time by the Parties by a written, signed amendment hereto with or without notice to any other person.

b. The agreement may be terminated by either party at any time without notice to any person other than the other party.

c. No rights, duties, obligations, or liabilities enforceable at law are created by this agreement.

d. This agreement does not alter, modify, abridge, or in any way affect any rights, duties, obligations, or liabilities of any person under the laws of the State of California.

e. In the event that individual and severable portions of this agreement are found to be in conflict with either state or federal law, regulations or policies, and, therefore, of no effect, the agreement will remain in effect without those provisions unless either party notifies the other in writing that the entire agreement is terminated..

f. Any action to modify, amend, or terminate this agreement may only be taken by the Administrator of OSPR and the Executive Director of SWRCB, or persons to whom this authority is specifically delegated by them. Any such modification is not effective until approved by the SWRCB.

FOR THE OFFICE OF OIL SPILL  
PREVENTION AND RESPONSE:

FOR THE STATE WATER RESOURCES .  
CONTROL BOARD:

Pete Bontelli  
Administrator  
Date~

~

Walt Pettit  
Executive Director  
Date:

## ATTACHMENT 2

### TYPES OF WASTE DISCHARGES IDENTIFIED FOR CONDITIONAL WAIVER OF WASTE DISCHARGE REQUIREMENTS

<u>Type of Waste Discharge</u>	<u>Conditions</u>
--------------------------------	-------------------

Incidental Discharges within the discharge must meet the a response area during a spill definition of “incidental response. discharge” as this, and related, terms are defined in the “Memorandum of Understanding Between the Department of Fish and Game’s Office of Oil Spill Prevention and Response and the State Water Resources Control Board Relating to Discharges Associated with Response Activities Conducted Pursuant to Ch. 7.4, Division 1 of the Government Code”.	
--	--

MEMORANDU OF UNDERSTANDING  
BETWEEN THE DEPARTMENT OF FISH AND GAME'S OFFICE  
OF OIL SPILL PREVENTION AND RESPONSE  
AND THE STATE LANDS COMMISSION

Whereas, Administrator of the Office of Oil Spill Prevention and Response (Administrator) in the Department of Fish and Game (Department) and the State Lands Commission (Commission) have both been accorded significant responsibilities under the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act), and

Whereas, it is in the interests of the Department and the Commission to coordinate and cooperate in the implementation of their programs, including those required under the Act.

Now therefore is agreed that the Department and the Commission will enact this memorandum of Understanding.

The specific provisions of this Memorandum of Understanding are:

1. It is agreed that the Department and the Commission shall conduct coordinated marine oil spill drills. Such drill shall to the extent practical be coordinated with other State, Federal, and local government agencies and, when appropriate, with the private sector. Each agency may initiate drills for the purposes of fulfilling its own regulatory interests, but the other agency shall be notified at least seven (7) days prior to the beginning of any drill.
2. Section 8670.7 of the Government Code requires the administrator to determine the cause and amount of the discharge with the assistance of the Commission. This assistance shall also be extended to include cooperation between the Department and the Commission in other aspects of spill investigation as requested by the administrator or the administrator's representative on scene.
3. Section 8670.3751 of the Government Code requires the administrator to issue certificates of financial responsibility to tankers and barges. Unless otherwise directed by the Administrator, the Commission staff shall as part of its inspection and monitoring program at marine terminals, check for vessel compliance with the financial responsibility requirement, and notify the Administrator of any failure in compliance. At the request of the Administrator, the Commission shall assist the Administrator in evaluating the accuracy of the specific information regarding marine facility layout and operations that was contained in financial responsibility applications submitted to the Administrator by owners/operators of marine facilities.
4. The Department and the Commission shall cooperate on oil spill prevention and response Training. Each agency shall give notice to the other of proposed training and, if space is available, allow the other agency the opportunity to participate in the training. The cost of training and travel for individual participants will be the responsibility of their respective agencies.
5. Section 867031 of the Government Code requires each operator of a marine

facility and vessel to prepare and submit a contingency plan. The administrator is required to prepare regulation for contingency plans and approve all contingency plans prepared under the Act. The Commission is required to review plans for all facilities within the jurisdiction of the Commission. The Department and the Commission shall cooperate on contingency plan review, the preparation of the regulations and the development of enforcement and inspection policies and guidelines for facilities. The Commission may, at the discretion of the Administrator and in the course of its marine terminal inspection and monitoring program, review and monitor contingency plan compliance.

6. In the event of a spill, a responder may request that oil spill equipment required by lease, or contingency plan be moved from its specified site. Such a request may require approval by the Administrator. In addition, Commission leases and regulations may require that changes in operations at marine facilities occur as a result of the movement of oil spill response equipment. It is agreed that the Administrator and the Commission establish a procedure to expedite such considerations.

7. It is agreed that regulations regarding the approach, mooring and departure of vessels operating at offshore marine terminals shall be jointly issued by the Department and the Commission. The Department has specific authority over the safe navigation of vessels to and from the offshore terminal. The Commission has specific authority regarding the operation of the marine terminal. The Commission shall inspect, and monitor the compliance with all state requirements governing the terminal operations. The Commission staff shall also notify the Administrator of any incidents of which it has knowledge involving the failure by a vessel operator to comply with the Administrator's regulations regarding vessel navigation.

8. The programs of the Administrator and the Commission are required by the Act to provide best achievable protection. It is agreed that the Department and the Commission cooperate in determining what constitutes the best achievable protection of coastal resources and marine water.

9. It is agreed that the Administrator and the Commission shall maintain close communications to ensure permits, directives, and instructions are not in conflict with each agency's respective regulations and laws.

State of California

M e m o r a n d u m

Mr. Boyd Gibbons  
Director

Date : June 15, 1992

From Department of Fish and Game

Subject Memorandum of Understanding (MOU)

Attached is a copy of the MOU between the Department of Fish and Game (DFG) and the California Department of Forestry and Fire Protection (CDF).

The MOU sets forth the mechanism and response procedure to be used in the event of a major hazardous material (including oil) incident that exceeds the response resources of the DFG. The MOU provides another step in the prespill contingency planning process.

The Office of Oil Spill Prevention and Response (OSPR) will continue to develop prespill contingency plans to insure the DFG can provide the best response possible, given existing State resources. This preplanning will allow us to fulfill our Fish and Wildlife trustee responsibilities in the event of a major incident.

If further information is desired, please contact Mr. Ryan Brodderick, Deputy Chief of OSPR, Enforcement and Inspection Program at (916) 324-9811.

Pete Bontadelli Administrator Office Oil Spill Prevention and Response

Attachment

cc: Ryan Broddrick, Deputy Chief  
Enforcement and Inspection Program  
Office of Oil Spill Prevention and Response

MEMORANDUM OF UNDERSTANDING  
BETWEEN CALIFORNIA DEPARTMENT OF FISH AND GAME  
AND  
CALIFORNIA DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION

BACKGROUND

1. THIS MEMORANDUM OF UNDERSTANDING (MOU) concerns the establishment and support of an Incident Command System (ICS) during a major hazardous material (includes oil) spill. The MOU is made and entered into by and between the Resources Agency, California Department of Forestry and Fire Protection, hereinafter called CDF, and the California Department of Fish and Game, hereafter called DFG.

RECITALS

2. The Lempert-Keene-Seastrand Oil Spill Prevention and Response Act of 1990 (Senate Bill 2040) has given the Governor the authority to appoint an Administrator of the Office of Oil Spill Prevention and Response (OSPR) who shall have primary responsibility for the implementation of the Act. The Administrator's responsibilities include but are not limited to coordinating State oil spill cleanup efforts in marine waters of the State.

3. The DFG is identified as the State trustee of fish and wildlife resources in Fish and Game Code Section 711.7.

4. The DFG is designated as the trustee of State resources in statute and is the State Agency Coordinator for off-highway hazardous material incidents as defined in California's Hazardous Material Contingency Plan. To provide a level of response to meet these commitments, requires that the DFG have in place a plan to handle major incidents that threaten human health, the environment, and property.

5. The DFG jurisdiction as trustee for fish and wildlife resources is defined in Fish and Game Code Section 1802. It states in part, that the DFG has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically **sustainable populations of those** species.

6. Hazardous material spills require rapid, efficient response and a coordinated clean up to minimize their effects on the public, the environment, and property. Coordinated response from Federal, State, and local agencies as well as from industry.

7. The ICS (Unified Command) is the designation for managing a hazardous material incident involving multiple jurisdictional response.

8. The CDF is responsible for the fire protection, fire prevention, maintenance, and enhancement



of the State's forest, range, and brush land resources, contract fire protection, associated emergency services, and assistance in civil disasters and other nonfire emergencies through Public Resources Code Section 713.

9. The CDF has responsibility to respond to hazardous material incidents by statute as referenced in the Hazardous Material Contingency Plan.

10. The CDF has expertise using the ICS and can provide a standing capability to assist in the management of a major spill event. The CDF's proven capability using the ICS would allow the DFG to adequately respond to a spill without duplicating response resources that are fully developed. The frequency of a major spill response is not predictable. Given this unpredictability, this agreement would provide the most practical method of responding to a major incident.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein made, it is agreed as follows:

#### TERM AND CONDITIONS

11. To insure effective utilization of the ICS when the CDF is requested, the DFG will participate in existing internal CDF ICS training (as class space permits), predesignate ICS staff, and conduct drills utilizing the ICS.

12. Interagency Cooperation. This MOU is evidence of the level of cooperation and integration between the DFG and CDF during a spill response in California. However, changes will continue to occur over the duration of this agreement, as well as many daily issues that cannot be addressed in such a document. Resolution of those changes and issues will be resolved in a mutually acceptable manner between the involved parties.

13. Notification (CDF). In the event the CDF arrives first on the scene of a hazardous material spill in which the DFG is the State Agency Coordinator or designated Lead Agency, the CDF will notify the Office of Emergency Services (OES), who will notify the DFG.

14. Notification (DFG). In the event of a major hazardous material incident, the DFG will request through the dispatch office or the OES the need for assistance in establishing an unified ICS. The assistance rendered by the CDF would be secondary to their primary mandates required by law and does not affect any other agreement entered into by the CDF or the DFG.

15. The authority to request the CDF to assist in a spill response in managing an incident under this MOU rests with the DFG Director or Administrator or their designee.

16. Priority of protection. The DFG and the CDF agree that they mutually share responsibilities for life, the environment, and property protection with other agencies. Further, each agency agrees that incident objectives will generally recognize the following priorities:

1. Threat to human life.

2. Threat to natural resource values.

3. Threat to real and personal property.

17. It is agreed that CDF resources once committed to assist in a response to an incident, the resources will remain with the incident until released by the Director or Administrator or their designee. The exception being a Governor declared disaster affecting human life that requires CDF resources.

18. The CDF resources that may be requested by the DFG to respond to an incident may include, but are not limited to incident management team, logistic support such as communication units, mobile kitchens with stores, and/or medical unit.

19. Limitations. Nothing in this agreement shall be interpreted to conflict with or be inconsistent with any Federal or State statute, regulation, or other provision of law applicable to the CDF or the DFG. Furthermore, this **agreement** does not constitute a delegation of any authority by either party to the other.

20. Procurement Authority. Procurement incurred in support of an incident will be mutually agreed upon by parties and the costs documented by the designated Finance Section Chief.

21. Accounting for Assistance Costs. The CDF shall document all expenditures attributable to the incident (this will include, but not be limited to salary information, overtime, employee benefit costs, travel, and subsistence related to response, etc.). All such costs will be reimbursable to the CDF by the DFG.

22. Billing Procedures. On incidents where costs are incurred pursuant to the terms of this MOU, all bills shall be submitted to the DFG for reimbursement, in duplicate, as soon as possible, but no later than 120 days after the incident response has been demobilized.

All bills for services provided to the State will be presented to the DFG Incident Commander upon demobilizing or mailed to the following address:

Department of Fish and Game  
Office of Oil Spill Prevention and Response  
1416 Ninth Street  
Sacramento, California 95814

23. Cancellation or Amendments Procedure. This agreement may be canceled by either party by providing 30 days prior written notice to the other party, or may be amended at any time by written mutual consent of the parties involved.

24. Employment Policy. It is agreed that employees of the parties to this agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than specifi-

cally provided by the terms of their employment.

25. Indemnification. The DFG shall indemnify and hold harmless the CDF against any and all claims made against the CDF arising from their lawful actions under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

STATE OF CALIFORNIA

DEPARTMENT OF FISH AND GAME

STATE OF CALIFORNIA

DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION

Boyd Gibbons

Director

Date ~- 7- ~ ~

Richard A. Wilson

Director

Date ~|13| ~ 1L\_

MEMORANDUM OF AGREEMENT  
ON  
OIL SPILL PREVENTION AND RESPONSE  
BETWEEN  
WILDLIFE PROTECTION DIVISION  
AND  
OFFICE OF OIL SPILL PREVENTION AND RESPONSE

WHEREAS, marine oil spills require a rapid, efficient, and coordinated response and cleanup by Federal, State, and local agencies as well as from private entities to minimize the deleterious effects on human, wildlife, and other natural resources; and

WHEREAS, both the Office of Oil Spill Prevention and Response (OSPR) and the Wildlife Protection Division (WPD) recognize the critical roles each has within their respective areas of authority in preventing oil spills and in planning for and responding to oil spills; and

WHEREAS, the Parties recognize that cooperation between them in the implementation and exercise of their respective roles is essential to avoid conflict and unnecessary duplication; and

WHEREAS, the Parties believe and intend that by acting in a cooperative and coordinated manner, the effect will be an enhanced oil spill prevention and response effort in the State of California;

NO~ THEREFORE, the Parties agree, as consistent with their respective policies and available resources, to cooperate and . coordinate their efforts in implementing their respective roles and exercising their respective duties related to oil spill prevention and response.

PARTIES

The parties to this Memorandum of Agreement (MOA) are the OSPR and the WPD.

PURPOSE OF THE AGREEMENT

The purpose of this MOA is to ensure the Parties exercise their respective roles regarding oil spill prevention and response in a manner so as to avoid unnecessary duplication

III

OIL SPILL RESPONSE AND PREPAREDNESS

The patrol vessels of WPD shall be prepared to respond to all aspects of marine oil spills. Actions include the following:

A. Personnel shall be trained and equipped to collect evidence samples from a marine pollution incident. The required equipment shall be on board and in good condition and trained personnel available to use it whenever the vessel is underway.

B. Patrol vessels shall be in such a condition that they may function as the on-water command post, if needed. Communications equipment, power plant, and living facilities (heads, galley, refrigeration, bunks, etc.) shall be operable and maintained.

C. Patrol vessels shall be available to aid in animal rescue efforts and environmental damage assessments. Patrol vessels may be asked to transport and/or provide quarters for Environmental Specialists, Biologists, and others in the event of a major pollution incident.

D. Patrol vessels shall respond to unconfirmed spill reports, if practical, to determine if they are valid, and conflict and to ensure best achievable protection from the impact of pollution incidents which are within or may impact the marine waters of the State of California.

## PATROL AND MONITORING OF MARINE WATERS

The patrol vessels of WPD shall conduct information gathering, proactive patrol and routine monitoring of areas with potential for marine oil spills. Actions include the following:.

A. Patrol vessels shall conduct directed patrols to offshore oil platforms, shipping lanes and separation zones, areas of lightering and bunkering, nearshore terminals, and commercial anchorages to monitor activities (both private and military) which might result in unlawful discharge of petroleum products into marine waters.

B. In the event of a spill, patrol vessel personnel shall photograph platforms, ships, barges, facilities, etc. and record date, time and position.

C. Patrol vessels shall conduct night patrols in the above areas to detect covert bilge pumping and deballasting and other unlawful petroleum discharges.

D. Patrol vessels shall conduct monitoring of small craft marina operations and provide informational material relative to OSPR's small craft marina program to the facility operators. The latter will be provided to patrol vessel operators by the OSPR.

V

## DRILLS AND EXERCISES

The patrol vessels of WPD shall be available for drills and exercises in which the Depart-

ment is involved. Actions include the following:

- A. Patrol vessels may be called upon as a participant in a drill or exercise and may be involved in activities such as boom deployment, vessel escort, traffic control, and security.
- B. Patrol vessels may be called upon to act as observation platforms for officials, dignitaries, and other observers while a drill or exercise is being conducted.

## VI

### TRACKING AND ACCOUNTABILITY OF OSPR FUNDS

The patrol vessels of WPD shall be accountable for an amount up to One Hundred and Fifty Thousand Dollars (\$150,000) during fiscal year 1993-1994 in OSPR funds. Only on-water and underway expenses will qualify for funding. Time spent for maintenance, dockside, at anchor, starting up, shutting down, cleaning up and securing are not proper OSPR functions unless specifically authorized by an OSPR Captain, or higher ranking official, -during an actual spill response. Actions include the following:

- A. Patrol vessel personnel shall record in their vessel logs the date, time, and position of OSPR-related contacts.
- B. Patrol vessel personnel shall submit the appropriate reports for each response.
- C. Patrol vessel personnel shall record in their vessel logs the number of individuals and operating hours spent on OSPR related activity and indicate such by labeling them "OSPR" in the space provided for activity code. Activities related to an identified spill shall be coded with the appropriate "PCA" number.
- D. Patrol vessel personnel shall complete exceptional time reports monthly and forward them to the appropriate OSPR Captain for review and approval.

## VII

### AGREEMENT

- A. This agreement represents a voluntary understanding between the OSPR and the WPD of the Department of Fish and Game.
- B. The terms of this agreement may be changed at any time by the parties by a written, signed amendment hereto with or without notice to any other person.
- C. The agreement may be terminated by either party at any time. without notice to any person other than the other party.

D. Any action to modify, amend or terminate this agreement may only be taken by the Administrator of the OSPR or the WPD Chief of Patrol or persons to whom this authority is specifically delegated.

04/15/94

**Memorandum of Agreement Between the  
U. S. Coast Guard Captain of the Port San Diego and the Commander, Naval Base San  
Diego for  
Cooperation in 011 Spill Prevention and Response**

I. PURPOSE: To specify joint U. S. Coast Guard and U. S. Navy procedures for oil spill prevention and response within the coastal and inland waters surrounding San Diego County.

II. BACKGROUND: In accordance with the National Contingency Plan (NCP), Title 40 Code of Federal Regulations 300.120(a)(1), the USCG Captain of the Port (COTP) shall ensure that a proper response is initiated to all oil spills which threaten the Coastal Zone, and shall serve as On-Scene Coordinator (OSC) of all response efforts, including responses to discharges from Naval vessels and facilities. The NCP also authorizes the OSC to use federal resources in oil spill cleanup when adequate commercial resources are not available. Under CINCPACFLTINST 5400.12N, Commander, Naval Base San Diego (COMNAVBASE) Operations Officer has been designated the Naval On-Scene Coordinator (NOSC) for oil spills emanating from naval units within the San Diego area. The Captain of the Port and COMNAVBASE also share responsibility to ensure Naval oil transfer facilities comply with federal pollution prevention regulations.

Both the Coast Guard and the Navy have access to unique resources useful in an oil spill response. This was recognized in the 1980 Interagency Agreement (IAA) Between the United States Navy and the United States Coast Guard for Cooperation in Oil Spill Cleanup Operations and Salvage Operations which prescribes conditions under which the Coast Guard and Navy will provide resources to each other for oil spill response. It also authorizes Coast Guard OSC's and Naval Commands to enter into local agreements to pre-arrange use of each others resources.

Captain of the Port San Diego and COMNAVBASE San Diego are accordingly entering into this agreement to establish joint procedures to prevent and respond to oil spills.

III. APPLICABILITY: This agreement is applicable to oil spill prevention and response activities within the San Diego Coastal Zone, as delineated by the San Diego Area Contingency Plan (ACP), and governing U.S. naval instructions/regulations. This generally includes U.S. navigable waters and coastal waters around San Diego County. A detailed description of the San Diego Coastal Zone can be found in Annex A to this agreement.

IV. PREVENTION: In addition to required U.S. Coast Guard and U.S. Navy inspections of naval oil transfer facilities, the parties agree to conduct joint training and exercises.

A. COMNAVBASE is responsible for training naval units in oil spill prevention, reporting, and response. Upon request, the Captain of the Port will provide personnel to assist in this training, consistent with the availability of resources.



B. To meet requirements of the National Preparedness for Response Exercise Program (PREP), the Captain of the Port and COMNAVBASE will conduct annual Joint pollution response exercises. Items to be exercised include provisions of this MOA, the San Diego ACP, local naval contingency plans, and new equipment, tactics, or strategy. Exercises will be in accordance with PREP guidelines and will range from Spill Management Team table-top exercises through full field exercises.

## V RESPONSE

### A. Policy.

(1) Effective oil spill response techniques are predicated upon early and substantial intervention efforts, since natural conditions work to rapidly spread the spilled oil throughout the environment. Coast Guard OSC policy on any oil spill is to rapidly respond with all available resources, and to activate additional required or backup resources as quickly as possible. This includes all government, commercial, and private resources as deemed necessary, whether the spill is a Navy or non-Navy spill.

(2) COMNAVBASE San Diego will provide a Naval On-Scene Coordinator (NOSC) for all oil spill incidents in which Naval units participate in response operations. On Navy oil spills, the NOSC will serve as the Navy representative of the Unified Command. The Coast Guard OSC and NOSC will rapidly consult to assess the situation, determine resource shortfalls, and order in additional necessary resources without delay. In non-Naval oil spills, the NOSC will assist the OSC by acting as the U. S. Navy point of contact and directing Naval assets.

(3) The FWPCA requires persons having knowledge of an oil spill to *immediately* notify the National Response Center (NRC) of the existence and location of the discharge. COTP San Diego will accept reports of spills from naval units promptly relayed by COMNAVBASE (i.e. by telephone or radio) as meeting the intent of the FWPCA.

### B. Supply of Naval Resources to the Coast Guard.

(1) The Captain of the Port, as the pre-designated federal OSC, may request COMNAVBASE's support of federal government efforts to control and cleanup a non-Navy discharge. In such a case, COMNAVBASE will provide the following resources:

(a) Oil spill control and cleanup equipment (such as booms, sorbants, skimmers, dips, etc.) and personnel to deploy/operate this equipment.

(b) Oil spill consultation, evaluation, planning, and operational services.

(c) Naval craft, vessels, and aircraft.

(2) These assets will be under the direction of the USCG OSC from the time they are delivered to

the OSC through the time they are returned to the Navy. Direction within the context of this agreement means the OSC will prescribe tasks to assigned Naval units at the highest organizational level possible (normally the NOSC) versus directing specific actions by individual personnel, craft, vessels, or aircraft.

(3) Naval assets will be obtained by telephoning COMNAVBASE San Diego Operations Officer during working hours, and the COMNAVBASE Staff Duty Officer during non-working hours. For larger spills this telephone request for USN assistance will be followed up with a documenting message request by the Captain of the Port.

#### C. Supply of Coast Guard Resources to the Navy.

(1) When COMNAVBASE requests U. S. Coast Guard assistance in responding to oil discharges from facilities or vessels under Navy jurisdiction, the U. S. Coast Guard will provide the following resources:

(a) Oil spill control and cleanup equipment such as boom and sorbent pads.

(b) Oil spill consultation, evaluation, planning, and operational services.

(c) Coast Guard craft, vessels, and aircraft.

(2) These assets will be under the direction of the US Navy OSC from the time they are delivered to the NOSC through the time they are returned to the Coast Guard. Direction within the context of this agreement means the NOSC will prescribe tasks to assigned Coast Guard units at the highest organizational level possible (normally the OSC) versus directing specific actions by individual personnel, craft, vessels, or aircraft.

(3) These assets will be obtained by contacting the Port Operations Officer at the USCG Marine Safety Office during working hours, and the USCG Group Operations Center after working hours. For larger spills this telephone request for USCG assistance will be followed up with a documenting message request by COMNAVBASE.

D. Reimbursement. The Navy may be reimbursed for a response to a non-Navy oil spill from the Oil Spill Liability Trust Fund. Cost Accounting forms and detailed guidance on documentation will be provided by the OSC to ensure that required information is submitted for cost recovery.

VI. INVESTIGATION: The U. S. Coast Guard Captain of the Port has responsibility for enforcing federal law on U. S. navigable waterways and the high seas within the COTP zone. Under E.O. 12088 and delegated authority, COMNAVBASE has primary responsibility for enforcing federal law among subordinate naval commands. Both parties agree to conduct joint investigations for all oil spills suspected of originating from U. S. Navy vessels or facilities. This will facilitate sampling of suspect sources, identification of responsible parties, determination of spill cause, and recommendations for corrective action to appropriate authority. The NOSC shall act as

the USN representative during such joint investigations.

VII. PUBLIC AFFAIRS: Agency policies require prompt, expeditious, and forthright release of information to the public. Each party is expected to handle its own public affairs in accordance with their respective procedures. In instances where a Unified Command is established during an oil spill, both parties agree to staff a Joint Information Center to respond to public queries, prepare public statements, and coordinate news releases.

VIII. INFORMATION SHARING: To enhance mutual prevention and response efforts, both parties agree to share investigation and statistical information.

A. The Captain of the Port will provide a monthly summary of all oil spills from Navy vessels and facilities. The report will include date and time of spill occurrence, location, source, amount spilled and recovered, and cause. The report will also include a section on naval assistance rendered during cleanup operations of non-Navy spills. COMNAVBASE will review this information to ensure that both the Captain of the Port and COMNAVBASE are receiving appropriate notifications.

C. COMNAVBASE will share with the Captain of the Port a monthly report of final case resolutions for inclusion into the USCG Marine Safety Information System (MSIS) database.

IX. IMPLEMENTATION: This agreement replaces the current MOA. It becomes effective upon signature by both parties and may be amended at any time by mutual consent. It may be terminated at any time upon delivery of written notification of termination from either party.

Signature:

Signature:

Commander, USCG    Rear Admiral, USN

Title: U.S. Coast Guard  
Captain of the Port  
San Diego, California

Title: Commander,  
U. S. Naval Base  
San Diego, California

Date: 15 April, 1994    Date: 18 April, 1994

Attachments:

Annex A - Jurisdictional Boundaries

Annex B - List of Contact Telephone Numbers

04/15/94

## ANNEX A

### JURISDICTIONAL BOUNDARIES

The boundaries of the San Diego Coastal Zone are as follows:

Beginning at the international border and the sea, east and north along the eastern limits of Border Field State Park to the mouth of the Tijuana River; across the River's mouth to the eastern limit of the Silver Strand State Beach to Palm Avenue; east to I-5; north to Harbor Drive; north to Scott Street; south to Talbott Street; west to Hill Street; west to Sunset Cliffs Boulevard; north to I-8; east on I-8 to I-5; north to Grand Avenue; west to Mission Boulevard north to La Jolla Boulevard; north to Prospect Street; north to Torrey Pines Road; north along Torrey Pines road to Route S21 (North Torrey Pines Road); north to I-5 (Oceanside); north on I-5 to the San Diego/Orange County line, and south of a line that is drawn 255 True from San Mateo Point, out to 200 miles (Magnuson Fishery Conservation and Management Act [16 USC Part 1801 et seq.]).

04/15/94

## ANNEX B

### LIST OF TELEPHONE CONTACT NUMBERS

COMNAVBASE Duty Officer - Phone: 557-1824

MSO Duty Officer - Phone: 557-5860 Pager 557-1159

Operations Officer

LCDR Howard Moore, USN - Phone: 532-1824 Pager: 645-3563

Chief of Port Operations

LT Rondal Litterell, USCG - Phone: 557-5860 Pager: 557-1115

## AGREEMENT CONCERNING RESPONSE AND CLEAN UP OF PETROLEUM PRODUCTS

THIS AGREEMENT is made by and between the UNITED STATES COAST GUARD MARINE SAFETY OFFICE SAN DIEGO, and the COMMANDER, NAVAL BASE, SAN DIEGO. This Agreement pertains to the coastal and inland waterways within the County of San Diego.

In order to ensure a prompt, appropriate level of response and cleanup of petroleum products, the following agreement is entered into by signatory agencies.

For the purpose of this Agreement the term waterways will include the Coastal Zone delineated by the Region IX Oil and Hazardous Substance Pollution Contingency Plan which specifies the Coast Guard On Scene Coordinator's boundaries as: "Beginning at the International border and the sea, east and north along the eastern limits of Border Field State Park to the mouth of the Silver Strand State Beach to Palm Avenue: east to I-5; north to Harbor Drive: north to Scott Street: south to Talbot Street: west to Hill street; west to Sunset Cliffs Boulevard: north to I-8; east on I-8 to I-5; north to Grand Avenue; west to Mission Boulevard: north to La Jolla Boulevard; north to Prospect Street; north to Torrey Pines Road; north along Torrey Pines Road to Route S21 (North Torrey Pines Road); north to I-5 (Oceanside); north on I-5 to the San Diego/Orange County line."

When the U.S. Coast Guard Federal On-scene Coordinator (FOSC) requests the U.S. Navy's support of the Federal Government's efforts to control and cleanup a non-Navy oil discharge, the U.S. Navy will provide the following resources, if available:

- (1) Oil spill control and cleanup equipment (such as boom, sorbents, skimmers, dips, etc.) and personnel to deploy/ operate this equipment.
- (2) Oil spill control consultation, evaluation, planning, and operational services.
- (3) Naval craft, vessels, and aircraft.

These assets will be under the operational control of the USCG FOSC from the time they are delivered to USCG FOSC through the time the assets are redelivered to the Navy. Operational control within the context of this agreement means the FOSC will prescribe tasks to assigned Naval units at the highest organizational level possible, versus directing specific actions by individual personnel, craft, vessels, or aircraft.

These assets will be obtained by contacting the Commander, Naval Base, San Diego Operations Officer during working hours, and the Commander, Naval Base, San Diego Staff Duty Officer after working hours and on weekends. This telephone request will be followed up with a documenting request message from the U.S. Coast Guard Marine Safety Office.

When the U.S. Navy requests U.S. Coast Guard assistance in responding to oil discharges from facilities or vessels under Navy Jurisdiction, the U.S. Coast Guard will provide the following resources, if available:

- (1) Oil spill control and cleanup equipment such as boom, sorbent pads.
- (2) Oil spill consultation, evaluations, planning, and operational services.
- (3) Coast Guard craft, vessels, and aircraft.

These assets will be under the operational control of the US Navy OSC from the time they are delivered to US Navy OSC through the time the assets are redelivered to the Coast Guard. Operational control within the context of this agreement means the Navy OSC will prescribe tasks to assigned Coast Guard units at the highest organizational level possible, versus directing specific actions by individual personnel, craft, vessels, or aircraft.

These assets will be obtained by contacting the U.S. Coast Guard Captain Of The Port at the U.S. Coast Guard Marine Safety Office during working hours, and the U.S. Coast Guard Operations Center after working hours and on weekends. This telephone request will be followed up with a documenting request message from the U.S. Naval command requesting U.S. Coast Guard assistance.

~

The FOSC is responsible for ensuring that proper cost documentation records are maintained. In order for the Navy to be reimbursed from the Oil Spill Liability Trust Fund, daily records of personnel hours and equipment used, which have been approved by the FOSC, must be turned into the FOSC. Cost accounting forms and detailed guidance on documentation will be provided by the FOSC to ensure that required information is submitted for cost recovery.

Dated this 19th day of June 1992.

UNITED STATES COAST GUARD COMMANDER, NAVAL BASE  
MSO SAN DIEGO, CALIFORNIA SAN DIEGO, CALIFORNIA

By

By

P. MONTORO, CDR, USCG  
Commanding Officer

# **AGREEMENT**

THIS AGREEMENT is made by and between the UNITED STATES COAST GUARD MARINE SAFETY OFFICE SAN DIEGO, and the COUNTY OF SAN DIEGO HAZARDOUS INCIDENT RESPONSE TEAM POLICY COMMITTEE. This Agreement pertains to the coastal and inland waterways within the County of San Diego.

In order to ensure a prompt, appropriate level of response and cleanup of petroleum products, hazardous materials, and hazardous wastes, this following policy is agreed to by this signatory agencies.

For the purpose of this .agreement the term waterways will include the Coastal Zone delineated by the Region IX Oil and Hazardous Substance Pollution Contingency Plan which specifies the Coast Guard On Scene Coordinator's boundaries as: ~Beginning at the International border and the sea, east and north along the eastern limits of Border Field State Park to the mouth of the Silver Strand State Beach to Palm Avenue; east to I-5; north to Harbor Drive; north to Scott Street; south to Talbot Street: west to Hill Street; west to Sunset Cliffs Boulevard; north to I-8; east on I-8 to I-5; north to Grand Avenue; west to Mission Boulevard; north to La Jolla Boulevard; north to Prospect Street; north to Torrey Pines road; north along Torrey Pines Road to Route S21 (North Torrey Pines road); north to I-5 (Oceanside); north on I-5 to the San Diego/ Orange County line."

When there is a discovery or a report of a spill, release or abandoned containers of oil or other petroleum based products or hazardous materials or wastes, signatory agencies shall make mutual notifications. Immediately upon receiving a report, first responding agencies will investigate and request response from the signatory agencies as appropriate.

Local jurisdictions will take whatever actions are necessary, within their capabilities, experience and training, to reduce the possibility of further risk to waterways and/or other environmental concerns posed by any oil or hazardous materials product. This is limited to immediate mitigation necessary to stabilize the incident and does not extend to funding for protracted cleanup or disposal.

When the Hazardous Incident Response Team (HIRT) is requested, they will investigate to determine the magnitude of the spill or release, the condition and type of containers, if any, and the material involved. HIRT will attempt to locate the spiller/generator and/o— property owner. If the material is suspected or found to be a CERCLA product, or products (which includes hazardous materials and hazardous wastes), and the responsible party cannot be located or is taking inadequate action, the HIRT will initiate a request for State Super Funds. In addition, when requested, HIRT will assist the Incident Commander or On Scene Coordinator in coordinating proper cleanup of oil or hazardous material spills.

Under the National Contingency Plan the United States Coast Guard (USCG) is the predesignated Federal On scene Coordinator (FOSC) for oil and hazardous substances spilled in the coastal

zone.

Under this authority, the USCG assists the local jurisdictions Incident Commander in coordinating cleanup operations to a CERCLA incident. In the absence of appropriate action by a responsible party and denial by Department of Health Services (DOHS) for State Super Funds and denial of California Fish and Game funds, the USCG will access CERCLA to insure a timely and proper cleanup.

If the product is determined to be oil or a petroleum based product and the responsible party is unknown or taking inappropriate action, the USCG will initiate cleanup action utilizing funding available under the 011 Pollution Act of 1990.

Dated this 15th day of April, 1994     !

UNITED STATES COAST GUARD HAZARDOUS INCIDENT RESPONSE TEAM MSO  
SAN DIEGO, CALIFORNIA POLICY COMMITTEE

By

By

G. F. WRIGHT, CDR, USCG

G. TOCKSTEIN, CHIEF  
CHAIRMAN, HIRT POLICY COMMITTEE